

**AGREEMENT
WARREN COUNTY BOARD OF SUPERVISORS
and
AFSCME COUNCIL #61**

JULY 1, 2006 TO JUNE 30, 2009

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between the Warren County Board of Supervisors, hereinafter referred to as the "Employer" and the employees of the Warren County Secondary Road Department of Local - Council 61, American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and Union. Throughout this Agreement, whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees of the Warren County Secondary Road Department including bridge leadman, culvert foreman, assistant shop foreman, maintenance worker, equipment operator I and II, bridge/culvert I and II, motor grader operator I and II, mechanic, paving maintenance foreman, shop foreman, grading foreman, sign foreman, equipment supply mechanic, engineering technician I and II, and maintenance workers of the, maintenance department, and excluding the county engineer, assistant to the county engineer, engineer's assistant, road superintendent, secretary, land surveyor, maintenance director and weed commissioner as set forth in the Iowa Public Relations Board Order of Certification Case No. 4602, dated April 14, 1992.

ARTICLE 2 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any article or provision is found contrary to applicable law, the parties shall meet to negotiate a replacement article or provision within sixty (60) days.

ARTICLE 3 EMPLOYER'S RIGHTS

The Employer shall have, in addition to all powers, duties and rights established by law, the exclusive power, duty, and right, including but not limited to: plan, direct and control the work of its employees; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; to schedule working hours and require overtime work; to determine employee qualifications; schedule vacations; make inspections; relieve employees from duties because of lack of work or for other legitimate reasons, to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments, and personnel by which operations are to be conducted; to establish production standards; to establish, change, and enforce work schedules; to abolish,

create, or change jobs and their duties; to determine the number and times of shifts; and to manage the operation in the traditional manner, is vested exclusively with the Employer. It is agreed that the enumeration above shall not be deemed to exclude other areas not specifically enumerated.

ARTICLE 4

NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officer or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, boycotting, sit-ins, mass resignations, mass absenteeism, work stoppage, or any activity as covered in Chapter 20, Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement.

ARTICLE 5

NON-DISCRIMINATION IN EMPLOYMENT

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or nonparticipation in Union affairs and/or activities.

The Employer and the Union agree further that exceptions to all articles of this agreement may be granted in order for both the Union and the County to comply with the Americans with Disabilities Act (ADA).

All references to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6

GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedure:

Informal procedure: An employee and/or the Union shall discuss a complaint or problem orally with his/her immediate supervisor within five (5) workdays following its occurrence in an effort to resolve the problem in an informal manner.

Formal Procedure:

Step 1. Within five (5) working days after the informal discussion, the employee and/or the Union shall present the written grievance to the Department Head or to his/her designee. The grievance shall state the nature of the grievance, shall note

the specific clause or clauses violated, and shall list all facts and witnesses as they know them to be. The Department Head and/or his/her designee will arrange for a meeting with the employee and/or the Union at a mutually agreeable time to discuss the grievance. The Department Head shall respond in writing within five (5) working days.

Step 2. Within five (5) working days after the decision in Step 1, the employee and/or the Union shall then present the written grievance to the Chair of the Board of Supervisors and/or his/her designated representative, who shall respond within five (5) working days. The Chair of the Board of Supervisors and/or his/her designee will arrange for a meeting with the employee and/or the Union at a mutually agreeable time to discuss the grievance. The Chair of the Board of Supervisors and/or his/her designee shall respond in writing within five (5) working days.

Step 3. If not resolved, the grievance may be submitted to arbitration within fifteen (15) working days after the decision in Step 2, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the Chair of the Board of Supervisors and/or his/her designee. Such notice shall specify the Section(s) of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Public Employment Relations Board to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible. The parties shall toss a coin to determine who strikes first from the list. Either party may request a different list one time.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 or 2 is not timely answered by the Employer, it may automatically be referred to the next step.

The fees and expenses of the arbitrator shall be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change; alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public. The parties agree that all grievances are to be confidential and no release of information may take place without the agreement of both parties.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and Employer. If postmarked or faxed

within the timelines of any step, then the grievance is considered timely.

This article shall provide for invoking of arbitration only with the approval of the employee organization, and in the case of an employee grievance, only with the approval of the public employee.

ARTICLE 7 **SENIORITY**

Seniority means an employee's length of continuous full-time service with the Employer since their last date of hire. Regular part-time employees will accrue seniority on a pro rata basis. A new employee shall normally serve a probationary period of six (6) months. Probationary employees are not eligible for any fringe benefits except insurance and paid holidays. A probationary employee will accrue sick leave and vacation during his/her probationary period, but he/she is not eligible to use sick leave or vacation during his/her probationary period. At six (6) months, the new employee will be evaluated to determine if:

- 1) The employee should be considered a regular full-time or regular part-time employee eligible for continued employment.
- 2) The employee should be terminated.
- 3) In justifiable cases, an employee's probationary period may be extended in lieu of #2 above with agreement of the Union and the Employer.

Probationary employees may be terminated, for any reason during their probationary period without recourse to the grievance procedure.

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

1. An employee quits.
2. An accepted employee resignation.
3. Employee is terminated for cause.
4. Falsification on employment application.
5. Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
6. Employee is laid off or fails to report to work within fourteen (14) calendar days after having been recalled.
7. Failure to report for work at the end of leave of absence.
8. An employee is absent from work for any reason for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter.

Seniority will accrue during an unpaid leave of absence which results from the personal injury or illness of the employee after the employee has exhausted his/her sick leave. Seniority shall not accrue during unpaid leaves resulting from any other circumstances.

The seniority list shall be revised to reflect the employees' status each fiscal year.

ARTICLE 8

JOB POSTINGS AND TRANSFERS

It is the policy of the County to fill job vacancies and higher rated jobs with the most qualified employee possible. All job openings will be posted for three (3) days and motor grader operators will be notified in an appropriate place by the Employer prior to filling the opening from outside. The posting will include the job description and the date the position will be filled. In the selection of an applicant to fill the vacancy, the Employer will consider the following:

1. Qualifications.
2. Skill, knowledge, ability and documented past performance.
3. Seniority.

The Employer reserves the right to hire from the outside.

A transfer is a movement of an employee into another job classification within the County. Transfers, either voluntary or involuntary, will be granted by the Department Head and with approval of the Board of Supervisors. An employee transferred will continue to receive the same benefits and his/her anniversary date will not change. A transferred employee will serve a probationary period of ninety (90) days. Interdepartmental transfers will normally require a two (2) week notice prior to the official transfer of an employee unless otherwise agreed to by the appropriate Department Heads.

Promotion: When an employee is promoted from one job classification to another job classification having a higher wage rate, the employee will be placed on probation for ninety (90) days. During an employee's "promotional probation", the employee will continue to receive and accrue all benefits and seniority. A regular full-time employee who vacated his/her position to accept a promotion or transfer and is rejected or the employee desires to return to his/her former position during the first ninety (90) days shall be reinstated to his/her former position with no loss of seniority or benefits.

In the event an employee is on an extended medical leave of absence in excess of one (1) month, a qualified employee in a lower classification shall be given the opportunity to temporarily perform the duties of the absent employee. The Department Head shall have the sole discretion to determine which employee, if any, is most qualified for the temporary assignment.

ARTICLE 9

LAYOFFS

When the Employer determines that layoffs are necessary, those employees with the least seniority in the job classification affected will be laid off first, provided those employees retained are the most qualified to carry on the work or operation. The employee removed can then replace the least senior employee with less qualifications and ability in any lower job classification, provided they are qualified to perform the work. On recall from layoff, employees

will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available.

Except for emergencies, such as equipment breakdown or weather, a regular employee who is to be laid off for more than one (1) week will be given a five (5) day notice prior to the layoff.

No notice will be needed for layoffs of a shorter period caused by lack of work, equipment breakdown, weather, etc.

While on layoff, an employee is not eligible for holidays or any other benefits. Vacations, sick leave and seniority do not accrue during a layoff.

ARTICLE 10

HOURS

The purpose of this Section is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

Workweek - Secondary Roads

The normal workweek for regular full-time employees shall consist of five (5) eight (8) hour days for all employees. The normal workday for the employees will be from 7:30 AM to 4:00 PM, Monday through Friday from September to May, and 7:00 AM to 3:30 PM from May to September. Each work day shall include a thirty (30) minute unpaid lunch period, which will normally be taken at or near the middle of the eight (8) hour shift. The Employer shall provide at least one (1) full week of notice to employees prior to changing the normal hours in May and September each year. The normal workweek for employees will be from 7:00 a.m. to 3:30 p.m., Monday through Friday. Motor Grader Operators' hours shall be changed to 6:30 a.m. to 3:00 p.m. from May to September.

All employees shall normally have a ten (10) minute paid break during each one-half (1/2) shift. The times and arrangements for lunch and rest periods may vary, depending on the nature of the work being performed and will be granted at the discretion of the Engineer.

Every employee of the Secondary Road Department is expected, as a condition of employment, to be available during emergencies, e.g., snow, flooding, and shall be on call according to such emergency schedule as may be worked out from time to time.

Overtime - Non-Exempt Employees

All non-exempt employees shall be granted compensatory time off (one and one-half (1 1/2) hours off for each hour of overtime worked) or pay at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in any workweek. The choice between compensatory time or pay will be at the discretion of the Department Head. No more than sixty (60) hours of compensatory time forty (40) hours at time

and one-half (1 1/2) may be carried into November each year. Employees who have in excess of sixty (60) hours of compensatory time on the books on November 1, shall have the excess hours cashed out at the applicable rate of pay. Approved/scheduled paid leaves, vacation time, and compensatory time shall be counted as working time for the purposes of determining overtime. Sick leave will not count as time worked for the purpose of determining overtime except when sick leave is requested and approved at least 48 hours in advance for a medical appointment. With prior approval of the Department Head, holidays scheduled, vacation time and scheduled compensatory time shall be counted as work time for the purpose of determining overtime. Exception to this rule may be granted only with approval of the Department Head. Hours worked beyond a normal workday or hours worked on a weekend, other than normal scheduled hours, may be considered eligible for overtime pay or compensatory time, at the discretion of the Department Head. Except for emergencies, any work in excess of the normal work period must be approved in advance by the Department Head. The workweek shall begin at 12:01 AM on Saturday and end at 12:00 midnight the following Friday.

Except for engineers, the Employer will attempt to distribute voluntary and scheduled overtime on a rotating basis within the classification affected, provided the Employee is qualified to perform the work available. If inequities occur, catch up measures will be taken. Overtime will be reviewed on a quarterly basis. An employee who is given the opportunity to work overtime and declines, will be charged for those hours as if he/she worked.

In the event an employee is called in for an emergency (less than 24 hours notice), all hours worked prior to the beginning of his/her normal shift shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate.

Call Back

If an employee is called back to work before or after his/her normal shift then the employee will be guaranteed a minimum of two hours pay at time and one half, unless such call back is less than two (2) hours prior to the employees regular shift. Call back does not apply when an employee is ordered to work beyond his/her regular shift or to come in early to handle snow removal or other emergency.

The employer will maintain two (2) separate lists in order of employees' seniority for the purpose of calling employees back to work after having left work for the day or week, for unscheduled over time work required for ice/snow removal. One list shall consist of Drivers and the other of Grader Operators. The employer shall begin at the top of the appropriate list and work down the list in order of seniority calling each employee until the list is exhausted. The first person on the list will not be called again until an attempt has been made to contact each person on that list, with the exception of those asking not to be called. The employer shall make the decision to use either, or both, list(s) based upon weather and/or road conditions at the time. When overtime is required but is not ice/snow related, only one seniority list will be used.

An exception to this use of (2) lists may occur in those instances when the employer finds it necessary to call in only a few employees and such employees are assigned to work primarily in their normally assigned section or area. If the regular employee is not available, the next name

on the respective seniority list shall be called.

ARTICLE 11

HOLIDAYS

Regular full-time employees and regular part-time employees are eligible for the following paid holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veterans Day
6. Thanksgiving Day
7. Day after Thanksgiving Day
8. Christmas Day
9. Two (2) Floating Holidays designated by the Board of Supervisors each year.
(The floating holiday for the Secondary Road Department may vary based on weather.)

All regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. Regular part-time employees will receive holiday pay on a pro rata basis. A regular full-time employee required to work on any recognized paid holiday shall be paid in the form of compensatory time or pay at the rate of double time for all hours worked, plus the paid holiday at said straight time rate. A regular part-time employee required to work on any recognized paid holiday shall be paid in the form of compensatory time or pay at straight time for all hours worked. The choice between compensatory time or pay will be at the discretion of the Department Head. Holiday pay will be at the normal pay for the day for which he/she would have been scheduled to work.

To be eligible for holiday pay, an employee must have worked his/her last full scheduled workday immediately before and his/her first full scheduled workday immediately after each holiday, e.g., an employee on unscheduled sick leave would not be eligible for holiday pay unless the employee brings a statement from his/her physician verifying the employee's illness and/or injury.

An employee on layoff or leave of absence is not eligible for holiday pay.

Except for designated employees working the actual day of the holiday, paid holidays falling on Sunday will be observed on Monday, and paid holidays falling on Saturday will be observed on Friday.

ARTICLE 12 **VACATIONS**

Eligibility and Allowances

All regular full-time and regular part-time employees shall accrue vacation time off in accordance with the following schedule:

<u>Service Requirement</u>	<u>Accrual Rate</u>
During first full year of continuous employment	1.54 hrs per two week pay period
At the beginning of the second full year of continuous employment, first anniversary date	3.08 hrs per two week pay period
At the beginning of the fifth (5th) full year of continuous service, fourth anniversary date	4.62 hrs per two week pay period
At the beginning of the tenth (10th) full year of continuous service, ninth anniversary date	6.15 hrs per two week pay period
At the beginning of the fifteenth (15th) full year of continuous service, fourteenth (14th) anniversary date	7.69 hrs per two week pay period

Following six months of employment an employee may schedule, with proper approval, and use accumulated vacation hours. Each year on the employee's anniversary date, no more than eighty (80) hours, plus the annual vacation accrual, may be accumulated and carried over to the next year.

Upon resignation, retirement, death, or termination from County service, an employee shall be paid for all accrued vacation leave at the time of termination.

Vacation time is accrued during the first year of employment in accordance with the above provision. However, the employee may not use the accrued vacation time until he/she has completed six (6) months of continuous service.

Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay for the day or week for which he/she would have been regularly scheduled to work.

Choice of Vacation Period

Normally, vacation requests should be received at least thirty (30) calendar days in advance. Vacations must be approved by the Department Head. Vacation time will normally be scheduled in increments of five (5) scheduled workdays. Vacation may be taken in less than five (5) day increments with advance approval of the Department Head. The Department Head may require rescheduling of vacation when it is necessary for the efficient operation of the department.

Holiday During-Vacation Period

If a holiday occurs during the employee's scheduled vacation period, an employee shall be granted an additional vacation day to be taken at a mutually agreeable time.

ARTICLE 13 **LEAVES OF ABSENCE**

Sick Leave

Sick leave will be granted to all regular full-time and regular part-time employees who have completed their probationary period on the following basis:

- a. Sick leave can be used only for bona fide sickness or non-work related accidental injury of the employee only. Sick leave may be used for medical or dental appointments of the employee which cannot be made during non-work hours. Sick leave, up to a maximum of forty (40) hours per fiscal year, may be used for required care or necessary attention from the employee for the spouse, child or parent of the employee.
- b. Each employee shall have ten (10) days of sick leave per year, which will accrue bi-weekly on a pro rata basis (3.08 hours per pay period). Sick leave days accumulate from year to year, up to a maximum of two hundred sixty (260) days.
- c. All County employees are covered by disability insurance. An employee receiving disability benefits may receive sick pay on a pro rata basis in a limited amount sufficient to offset any difference between disability benefits and the employee's regular rate of pay, but only to the extent that sick leave accruals are then available and allowed by the insurance carrier. The employee may elect to receive disability benefits without supplemental sick leave use. An employee off on disability will continue to have his/her insurance benefits paid by the County for up to six (6) months, but will not receive any other benefits nor will he/she accrue vacation or other leave. The County will continue to offer a short term disability program with a 14 day waiting period for the term of this agreement.
- d. Accumulated Sick Leave Credits Upon Retirement. Regular full-time employees who have applied for benefits under the Iowa Public Employment Retirement System and have credits for unused sick leave available at the time of retirement are eligible to receive payment in lieu of those benefits.

The payment shall be calculated by multiplying the number of hours of accumulated, unused sick leave available to the employee at the time of retirement by the employee's hourly rate of pay at that time. However, the total cash payment for accumulated, unused sick leave shall not exceed \$2,500.

Employees who wish to claim the cash payment for accumulated, unused sick leave upon retirement shall file a claim on a form to be provided by the County Auditor at the time of retirement. Employees must file a claim for the payment within thirty (30) days from the date of retirement.

The payment for accumulated unused sick leave will be subject to the federal and state income tax withholding appropriate for such a lump sum payment.

For purposes of this policy, retirement is defined as termination of employment with no intent to re-establish permanent employment with the County and which occurs at or following the age at which an employee is eligible to receive retirement payments under the Iowa Public Employment Retirement System.

- e. Any employee who requests sick leave shall contact the Department Head or designee at least thirty (30) minutes prior to the beginning of the employee's scheduled shift.
- f. A medical verification of illness or injury may be required by the Employer for the substantiation of the need for sick leave.

Jury Duty

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, excluding travel and meal expenses. When released from duty during working hours, the employees will report to work within two (2) hours.

Funeral Leave

All regular full-time and regular part-time employees shall be allowed paid time off at regular rate of pay up to but not to exceed three (3) consecutive workdays as normally scheduled for the employee in case of the death of the employee's parent, spouse, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild for attendance at the funeral and for any other purpose directly arising out of said death. One (1) day shall be granted for attendance at the funeral of an employee's grandparents, niece, nephew, brother-in-law, sister-in-law, cousin, aunt or uncle.

Those who participate in a funeral, e.g. pallbearer or color guard, may be granted time off with pay at the discretion of the Department Head or designee. If the leave is granted it will be for actual time necessary to fulfill his/her obligation.

An employee may take up to 4 hours off with no loss of regular pay to attend the funeral of a present or past employee of Warren County Secondary Roads.

Military Leave

A full time employee may be granted a military leave of absence for a period of up to thirty (30) days with pay as prescribed by section 29A.28 of the Code of Iowa 2005. Any employee wishing to return to work for the County after completion of his military service will be granted all rights afforded him/her by federal and/or state law.

Injury Leave

All County employees are covered by Workers Compensation Insurance. An employee receiving Workers Compensation benefits for a job-related injury or illness may receive sick pay on a pro rata basis in a limited amount sufficient to offset any difference between Workers Compensation benefits and the employee's regular rate of pay, but only to the extent that sick leave accruals are then available. The employee may elect to receive Workers Compensation benefits without supplemental sick leave use. An employee off on Workers Compensation will continue to have his/her insurance benefits paid by the County for up to six (6) months, but will not receive any other benefits nor will he/she accrue vacation or other leave.

In order to receive their supplemental benefits, a written statement from a practicing physician, dentist, or osteopath licensed under the laws of the State of Iowa describing in detail the nature and extent of the injury will be required by the employee's supervisor. Any and all accidents must be reported to a supervisor, who shall complete a report to be filed with the Department Head. Any accident requiring professional medical attention shall be reported as soon as practical to the employee's supervisor and/or his/her designee, but no later than twenty-four (24) hours after the accident to insure proper Workers Compensation coverage.

Leaves Without Pay

A leave without pay for up to six (6) months may be granted by the Department Head for illness, child care, or other legitimate reasons as determined by the Employer, and in accordance with Iowa law and the Family and Medical Leave Act of 1993, provided the granting of such leave does not interfere with the efficient administration of the department. Requests shall be made in writing to the Department Head with a copy to the Auditor's office at least thirty (30) days in advance when possible.

While on unpaid leave, an employee's seniority is frozen; no benefits will be provided, and the employee will not accrue vacation leave or sick leave.

While on unpaid leave, an employee may continue their health Insurance at their own expense, if allowed by the carrier, and in accordance with the applicable laws. Premiums must be paid directly to the Auditor's office. Arrangements for time of payment must be made with the Auditor prior to the employee taking the leave.

ARTICLE 14
DISCIPLINE AND DISCHARGE

The Employer will not discipline or discharge an employee without proper cause.

ARTICLE 15
DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, and the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Section 3: Upon receipt of written authorization from the employee, a standard dollar amount for said employee will be deducted from the employee's regular paycheck by the Employer. Thirty (30) calendar days advance notice must be given to the Employer before the first deduction will be made, or any change in or discontinuation of the deduction is to be made. This deduction can only be for the Union's P.E.O.P.L.E. political contribution program. One (1) remittance per pay period covering all participating employees will be sent by the Employer to the designated P.E.O.P.L.E. chairperson of Council 61.

ARTICLE 16
WORK RULES

The Employer may, from time to time, develop, put into effect, and enforce work rules through employee discipline. Said work rules will be sent to the Union five (5) days prior to their effective date.

Members of the bargaining unit shall be provided a 2' x 3' bulletin board in the shop area for official union business only.

ARTICLE 17
SUBCONTRACTING

The Employer will not subcontract out any work that would create a reduction in force without first contacting the union and giving them opportunity for input.

ARTICLE 18
LABOR MANAGEMENT COMMITTEE

A Labor Management Committee will be set up. The Committee will meet not more than six (6) times per year without agreement of both parties. The Employer will allow a maximum of two (2) bargaining unit employees to attend the Labor Management Meetings in pay status.

ARTICLE 19
LONGEVITY

Regular full-time employees shall receive additional compensation based on length of service. Each qualified employee shall receive, in addition to his/her hourly wage, an additional ten cents (\$.10) for each completed five (5) years of employment. Longevity shall be computed from the anniversary of employment.

ARTICLE 20
SAFETY SHOES / UNIFORMS

Shoes/Boots

The Employer will provide up to seventy five dollars (\$75.00) per fiscal year toward the purchase of safety shoes or boots for those employees who are required by OSHA to wear such safety footwear. Any portion of the seventy five dollars (\$75) not used during the first year may be carried over into the second year, if nothing was spent the first year the employee would have one hundred and fifty dollars (\$150) to spend during the second year. The type of shoes, or boots, must be approved by the Department Head or his designee prior to purchase. The employee must present his/her original receipt prior to being reimbursed.

Uniforms

The Employer will, via a contract with a uniform service company, provide each Mechanic with six (6) sets of uniforms (shirts and pants). The employee may, on an individual basis and at his/her own expense through an authorized payroll deduction, expand the service to provide for additional sets of uniforms.

ARTICLE 21
INSURANCE

Insurance

Effective July 1, 2006, the Employer, will pay up to seven hundred dollars (\$700.00) per month toward the full premium for the Health, Dental and Vision insurance. Effective July 1, 2007, the Employer, will pay up to seven hundred twenty-five dollars (\$725.00) per month toward the full premium for the Health, Dental and Vision insurance. Effective July 1, 2008, the Employer, will pay up to seven hundred fifty dollars (\$750.00) per month toward the full premium for the Health, Dental and Vision insurance. If the insurance costs go beyond the above amounts for the

specified time period, the Employer will reduce the employee's base pay by the amount needed to make up the excess cost above the Employer's contribution dollar amount then in effect. The insurance carrier shall not be changed more than once in a fiscal year.

The Employer will provide Life and Disability insurance the same as it does for the other County employees.

Coverage

The insurance programs, coverage and eligibility will be subject to all terms and conditions of the contract with the insurance carrier selected by the Employer.

An employee off on disability or Workers Compensation will continue to have his/her insurance benefits paid by the County for up to six (6) months, if allowed by the carrier.

ARTICLE 22

WAGES

Each employee shall be compensated in accordance with their respective classification and title and assigned a pay grade as set forth in Appendix A. Employees shall be eligible to receive step increases in pay on their anniversary date each year. Wage rates set forth in Appendix A shall be increased as follows:

- (a) July 1, 2006 – 4% across-the-board
- (b) July 1, 2007 – 3.5% across-the-board
- (c) July 1, 2008 – 3.0% across-the-board

Employees appointed on or before June 30, 1995, will continue to be eligible for step increases in January each year following one (1) complete year of service. Employees appointed on or after July 1, 1995, shall be eligible to receive step increases in pay on their anniversary date each year.

ARTICLE 23

FINALITY AND EFFECT

THIS AGREEMENT constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement each had unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, voluntarily and being unqualified, waive any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the parties shall not be obligated to bargain

collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

ARTICLE 24
DURATION

THIS AGREEMENT shall be effective from July 1, 2006, and shall continue in full force and effect until its expiration on June 30, 2009.

Signed this 18 day of July, 2006.

WARREN COUNTY

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES/IOWA COUNCIL 61

By [Signature]

By B. J. Mason

By [Signature]

APPENDIX A
WAGE SCHEDULE
Effective 7-1-06

<u>JOB TITLE</u>	<u>GRADE 4</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance Worker	\$10.51	\$10.96	\$11.43	\$11.90	\$12.42	\$12.96
	<u>GRADE 7</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Bridge/Culvert 1*	\$13.49	\$14.02	\$14.64	\$15.29	\$15.86	\$16.47
	<u>GRADE 8</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Equipment Operator 1*	\$14.02	\$14.64	\$15.29	\$15.86	\$16.47	\$17.18
Bridge/Culvert II						
Motor Grade Operator 1*						
	<u>GRADE 9</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Equipment Operator II	\$15.29	\$15.86	\$16.47	\$17.18	\$17.94	\$18.64
Motor Grader Operator II						
Equipment Oper. Weed/Brush						
	<u>GRADE 10</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Asst. Shop Foreman	\$15.86	\$16.47	\$17.18	\$17.94	\$18.64	\$19.41
Mechanic						
Bridge/Culvert Foreman						
Sign Foreman						
Equipment/Supply Mechanic						
Grading Foreman						
Paving Maintenance Foreman						
Engineering Technician I						
	<u>GRADE 11</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Shop Foreman	\$17.18	\$17.94	\$18.64	\$19.41	\$20.14	\$21.01
	<u>GRADE 12</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Engineering Technician II	\$17.94	\$18.64	\$19.41	\$20.14	\$21.01	\$21.83

The Employer may hire at a step commensurate with an employee's qualifications and experience.

*Employees in these jobs will serve a maximum of two (2) years in the class. After completing two (2) years, the employee will move up to the appropriate step in the next higher classification.

APPENDIX B
WAGE SCHEDULE
Effective 7-1-07

<u>JOB TITLE</u>	<u>GRADE 4</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Maintenance Worker	\$10.88	\$11.34	\$11.83	\$12.32	\$12.85	\$13.41
	<u>GRADE 7</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Bridge/Culvert 1*	\$13.96	\$14.51	\$15.15	\$15.83	\$16.42	\$17.05
	<u>GRADE 8</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Equipment Operator 1*	\$14.51	\$15.15	\$15.83	\$16.42	\$17.05	\$17.78
Bridge/Culvert II						
Motor Grade Operator 1*						
	<u>GRADE 9</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Equipment Operator II	\$15.83	\$16.42	\$17.05	\$17.78	\$18.57	\$19.29
Motor Grader Operator II						
Equipment Oper. Weed/Brush						
	<u>GRADE 10</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Asst. Shop Foreman	\$16.42	\$17.05	\$17.78	\$18.57	\$19.29	\$20.09
Mechanic						
Bridge/Culvert Foreman						
Sign Foreman						
Equipment/Supply Mechanic						
Grading Foreman						
Paving Maintenance Foreman						
Engineering Technician I						
	<u>GRADE 11</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Shop Foreman	\$17.78	\$18.57	\$19.29	\$20.09	\$20.84	\$21.75
	<u>GRADE 12</u>					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Engineering Technician II	\$18.57	\$19.29	\$20.09	\$20.84	\$21.75	\$22.59

The Employer may hire at a step commensurate with an employee's qualifications and experience.

*Employees in these jobs will serve a maximum of two (2) years in the class. After completing two (2) years, the employee will move up to the appropriate step in the next higher classification.

APPENDIX C
WAGE SCHEDULE
Effective 7-1-08

<u>JOB TITLE</u>	Step 1	Step 2	Step 3	<u>GRADE 4</u> Step 4	Step 5	Step 6
Maintenance Worker	\$11.21	\$11.68	\$12.18	\$12.69	\$13.24	\$13.81
				<u>GRADE 7</u> Step 4	Step 5	Step 6
Bridge/Culvert 1*	\$14.38	\$14.95	\$15.60	\$16.30	\$16.91	\$17.56
				<u>GRADE 8</u> Step 4	Step 5	Step 6
Equipment Operator 1*	\$14.95	\$15.60	\$16.30	\$16.91	\$17.56	\$18.31
Bridge/Culvert II						
Motor Grade Operator 1*						
				<u>GRADE 9</u> Step 4	Step 5	Step 6
Equipment Operator II	\$16.30	\$16.91	\$17.56	\$18.31	\$19.13	\$19.87
Motor Grader Operator II						
Equipment Oper. Weed/Brush						
				<u>GRADE 10</u> Step 4	Step 5	Step 6
Asst. Shop Foreman	\$16.91	\$17.56	\$18.31	\$19.13	\$19.87	\$20.69
Mechanic						
Bridge/Culvert Foreman						
Sign Foreman						
Equipment/Supply Mechanic						
Grading Foreman						
Paving Maintenance Foreman						
Engineering Technician I						
				<u>GRADE 11</u> Step 4	Step 5	Step 6
Shop Foreman	\$18.31	\$19.13	\$19.87	\$20.69	\$21.47	\$22.40
				<u>GRADE 12</u> Step 4	Step 5	Step 6
Engineering Technician II	\$19.13	\$19.87	\$20.69	\$21.47	\$22.40	\$23.27

The Employer may hire at a step commensurate with an employee's qualifications and experience.

*Employees in these jobs will serve a maximum of two (2) years in the class. After completing two (2) years, the employee will move up to the appropriate step in the next higher classification.